

### **REMARKS/ARGUMENTS**

The Office Action of October 17, 2005, has been carefully reviewed and these remarks are responsive thereto. Claims 1, 3, 5-14, 25, 27-36 and 61 have been amended. Claims 48-60 have been cancelled. Claims 15-24 and 38-47, which were previously withdrawn in response to a restriction requirement, have also been cancelled. Applicants do, however, reserve the right to file continuation and/or divisional applications based on the subject matter of these cancelled claims. Claims 62-79 have been added. Claims 1-14, 25-37 and 61-79 remain pending in the application after entry of the instant amendment.

#### ***Claims Rejections Under 35 U.S.C. §112***

Claims 3, 6, 8, 10, 13, 27, 29, 31, 33, 36, 50, 52, 54, 56 and 59 stand rejected under 35 U.S.C. §112, second paragraph, as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Without acquiescing in the rejection, Applicants have amended the claims to clarify the feature of customizing the features of the content. As such, this rejection is respectfully traversed.

#### ***Claim Rejections Under 35 U.S.C. §102(e)***

Claims 1-14, 25-37 and 48-61 stand rejected under 35 U.S.C. §102(e) as being anticipated by Tagawa *et al.* (European Patent App. No. 1081616 A2, hereinafter “Tagawa”). This rejection is respectfully traversed for the following reasons.

Amended independent claims 1, 25 and 61 relate to, *inter alia*, transmitting a first content package, including specified content, to a user, wherein the first content package restricts the specified content to temporary storage on the user’s device. If the user wants to buy the specified content, a second content package is then transmitted to the user, wherein the second content enables permanent storage of the specified content on the user’s device. Tagawa fails to teach or suggest such a feature. In support of this rejection, the Office Action relies on ¶¶ [0038]-[0041] and ¶¶ [0158]-[0159]. However, Tagawa merely discloses using a digital terminal to browse through a plurality of copyrighted materials stored on a recording medium in a distribution server, receiving a purchase request, and subsequently sending the copyrighted

materials to the user or the user's device. ¶¶ [0158]-[0159]. Nowhere does Tagawa teach or suggest transmitting a first content package including a specified content, wherein the first content package restricts the specified content to temporary storage on the user's device. Significantly, Tagawa's methods and systems are directed to the transmission of copyrighted materials once they have been purchased and are available for permanent storage. ¶ [0159]. In contrast, claims 1, 25 and 61 recite transmitting, temporarily, the specified content to the user's device before the user decides whether or not to purchase the specified content. Additionally, Tagawa also does not teach or suggest both a first content package and a second content package associated with a particular content. Tagawa merely discloses a single content package that is transmitted to a destination device upon purchase. As such, claims 1, 25 and 61 are allowable for at least these reasons.

Claims 2-14 and 26-37 are dependent on claims 1 and 25, respectively, and are thus allowable for at least the same reasons as claims 1 and 25 and further in view of the novel and non-obvious features recited therein.

Claims 48-60 have been cancelled and thus the rejection with respect to these claims is rendered moot.

### ***New Claims***

Claims 62-79 have been added. No new matter has been added. Support for the new claims can be found throughout the original specification and drawings.

New independent claims 62, 68 and 74 relate to, *inter alia*, receiving a first content package including content purchased by a first user of the first terminal via the telecommunications network, wherein the first content package includes content purchased by the first user. The content is restricted, by the first content package, to temporary storage on the second terminal. As discussed previously, Tagawa merely discloses a method of transmitting a content package to a user for permanent storage after the user purchases the content. ¶ [0159]. In fact, Tagawa does not even teach or suggest restricting content to temporary storage. As such, claims 62, 68 and 74 are allowable for at least this reason.

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Claims 63-67 are dependent on claim 62 and are thus allowable for at least the same reasons as claim 62 and further in view of the novel and non-obvious features recited therein.

Claims 69-73 are dependent on claim 68 and are thus allowable for at least the same reasons as claim 68 and further in view of the novel and non-obvious features recited therein.

Claims 75-79 are dependent on claim 74 and are thus allowable for at least the same reasons as claim 74 and further in view of the novel and non-obvious features recited therein.

### CONCLUSION

All rejections having been addressed, Applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicit prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the examiner is requested to contact the undersigned at (202) 824-3156.

Respectfully submitted,  
**BANNER & WITCOFF, LTD.**

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By:

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